

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION**

## PRODUCTS AND VENTURES INTERNATIONAL,

Plaintiff,

AXUS STATIONERY (SHANGHAI) LTD.,  
et al..

## Defendants.

And related counterclaims.

Case No. 4:16-CV-00669-YGR

**[PROPOSED] CORRECTED JUDGMENT  
PURSUANT TO SETTLEMENT**

Courtroom: 1, Fourth Floor  
Judge: Hon. Yvonne Gonzalez Rogers

1 Plaintiff Products and Ventures International (“PVI”) brought claims for relief for (1) breach  
2 of contract, (2) breach of the implied covenant of good faith and fair dealing, (3) intentional  
3 interference with contract, (4) intentional interference with prospective economic advantage, (5)  
4 trade secret misappropriation, (6) fraudulent transfer, and (7) civil conspiracy against defendants  
5 Axus Stationery (Shanghai) Ltd., Shanghai Marco Stationery Co. Ltd., Shanghai Laikesheng Pen  
6 Material Co. Ltd., Peifeng Xu, Andre Viegas, Roberta Trading Corporation, and Kenpark Ltd.  
7 (collectively, “Defendants”). Counterclaimant Roberta Trading Corporation brought counterclaims  
8 against Counterclaim Defendants PVI and Carlos Fairbanks for (1) breach of contract, (2) breach of  
9 the implied covenant of good faith and fair dealing, and (3) intentional interference with contract.  
10 On July 25, 2018, the Court issued its Order Granting Motion to Enter Judgment Pursuant to  
11 Settlement (ECF No. 261). That order is hereby incorporated by reference as if set forth fully herein.

12 **The Court NOW ENTERS JUDGMENT AS FOLLOWS:**

- 13 1. Defendants will pay PVI \$4.4 million (USD). Defendants are jointly and severally liable  
14 for paying this amount.
- 15 2. All claims and counterclaims in this action are hereby dismissed with prejudice.
- 16 3. All claims arising out of or relating to the facts giving rise to the claims and  
17 counterclaims in this action are hereby released.
- 18 4. Each party shall bear their own costs, attorney’s fees, and other expenses.
- 19 5. The Court retains jurisdiction over the parties to enforce the terms of this judgment.
- 20 6. The parties are referred to Magistrate Judge Laurel Beeler for assistance in enforcing the  
21 judgment.

22  
23 **IT IS SO ORDERED.**

24  
25 Dated: August 17, 2018, nunc pro tunc to August 7, 2018

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27   
28 The Honorable Yvonne Gonzalez Rogers  
United States District Court Judge